

I am updating corporate on my situation. On Monday December 21 the open case on leave was closed. The LOA team tried to put me on another leave but it also requires documents to be signed by doctors and I have no money for this. So I declined another leave case opening, then I was told that my UPT hours would accumulate and this would lead to disciplinary consequences.

Within the same week I applied for benefits from the unemployment offices in Delaware. I included in the paperwork that I was in the middle of a legal dispute with my employer whom placed me on leave without payment since October 10 for a sexual assault incident. I included that I have not quit my job at PHL7 but am awaiting for my mediation with my employer to return back to work off of Leave of Absence. Upon which I will be seeking that PHL7 pays back all monies I obtain through the Unemployment agency.

If I am due to sit down soon to discuss what I am looking for in resolution I need to know the date, location and time. If I am going to be terminated I also need the date and time.

I have not quit my employment at PHL7, so it will be up to the Human Resource department to determine whether or not I will be have my badge reactivated, or receive a letter of termination from the site.

On the other hand if we are to discuss resolution for the sexual assault through mediation this will require input from both parties, not just authority figures in a room swinging their weight about on the outcome of my future. I can speak on my needs and wants myself. I am an adult and what I thought was needed and wanted is no longer in my mind.

I will tell you, if you even care to ask me.

My Regards,

(b) (6), (b) (7)(C)

## **EXHIBIT H**

Exhibit H record consists of an email, which is included in the email string in Exhibit K.

The Exhibit H email is a duplicate and had been removed.

## **EXHIBIT I**

Exhibit I record consists of an email, which is included in the email string in Exhibit K.

The Exhibit I email is a duplicate and had been removed.

## **EXHIBIT J**

Exhibit J record consists of an email, which is included in the email string in Exhibit K.

The Exhibit J email is a duplicate and had been removed.



## **EXHIBIT K**

**From:** (b) (6), (b) (7)(C)  
**Sent:** Monday, January 18, 2016 10:37 AM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** Re: Follow Up

(b) (6), (b) (7)(C),

I write in response to your email below. Unfortunately, (b) (6), (b) (7)(C) is not available to travel to your home for a meeting. However, I can assure you that our Human Resources and Employee Relations teams have been working diligently to address your concerns. As I promised in my January 8 email, I will have ERC send a copy of the employee handbook to the (b) (6), (b) (7)(C) address you provided. As a reminder, you may access your personnel file on My Docs. Please let me know if you have any difficulty accessing this information.

As I reminded you in my last email, Amazon remains willing to return you to work as soon as you confirm you are not taking any medications that impair your ability to safely function in the warehouse. We remain willing to pay for you to have an Independent Medical Exam so you can get return to work clearance without expense to you. As I told you before, this exam would be limited to the sole purpose of determining whether you can safely and effectively return to work and perform the essential functions of your job, with or without reasonable accommodation

Thus far, you have not responded to my offer to have Amazon pay for this medical exam, nor have you made any attempt to provide us with basic assurance that you are able to return to work safely. This is causing a breakdown in our interactive process. And, unfortunately, Amazon cannot keep you on a leave of absence indefinitely.

At this point you have three choices: you may 1) verbally confirm by (b) (6), (b) (7)(C) that you are no longer taking any medications that impair your ability to return to work safely and effectively; 2) notify me by (b) (6), (b) (7)(C) you are willing to have Amazon pay for an independent medical exam to help you obtain medical clearance to return to work; 3) contact the Leave of Absence team by (b) (6), (b) (7)(C) to apply for additional leave, and then promptly provide the necessary paperwork to obtain such approval within their required timeframe.

(b) (6), (b) (7)(C), Amazon has been working hard to identify and provide you with reasonable and effective accommodations. This process has been stymied by your apparent unwillingness to participate in this dialogue in good faith. As such, if you do not take one of the above three steps by (b) (6), (b) (7)(C), your employment will be terminated effective at the close of business Friday (b) (6), (b) (7)(C), 2016.

Very truly yours,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

✉ (b) (6) @amazon.com  
**amazon** fulfillment

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]  
Sent: Wednesday, January 13, 2016 10:53 PM  
To: (b) (6), (b) (7)(C)  
Subject: Re: Follow Up

(b) (6), (b) (7)(C),

I want to know when I will be able to have an audience with my boss, (b) (6), (b) (7)(C) or the Vice President?

If it is possible for either one to visit me at my residence as soon as possible I would be grateful. I thought about the emails that I had initially sent to (b) (6), (b) (7)(C) email account and now believe that it is not actually (b) (6), (b) (7)(C) personal email of contact at all, but a redirected account that gets filtered to other departments.

This is not what I feel comfortable with. If either one can make it out to visit me could you please give me at least a 24 hour notice?

My regards,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

On Friday, January 8, 2016 2:08 PM, "(b) (6), (b) (7)(C)" <(b) (6), (b) (7)(C)@amazon.com> wrote:

(b) (6), (b) (7)(C)

I am writing in response to your email of January 1. I found your email somewhat confusing, but I will do my best to respond to the issues you have raised.

1. You have been out of work since October 15, when you told AmCare you were taking Tramadol and/or Xanax. Amazon suggested you take a medical leave. Thereafter, you applied for leave, but never provided any documentation to support your disability. This is why you never received monetary benefits from the Short Term Disability plan. Amazon is able to accommodate you by retroactively approving a leave of absence since October 10. But, we cannot approve your application for Short Term Disability benefits because the terms of that plan require you to provide medical documentation of your disability.
2. You have asked to receive an employee handbook. The handbook and employee policies can be mailed to you if you will provide me your current mailing address. You have also asked for a copy of your personnel records, which are available to you on My Docs. Please let me know if you have any difficulty accessing this information.
3. As I said in my last email, I am glad you would like to return to work. Before you can do so, we need to know you are no longer taking medications that impair your cognitive functioning. Your email implies you cannot give this assurance, stating: "I have no medical knowledge concerning whether I am ready to return back to work." Your email also states you cannot afford to see a doctor to provide return to work clearance. Given this, I suggest Amazon pay for you to have an Independent Medical Exam. The sole purpose of this exam would be to determine your ability to return to work safely and perform the essential functions of your job.



4. Your email states that your (b) (6), (b) (7)(C) had no medical standing to bar me from working." I must disagree. Amazon became concerned about your ability to safely work in the Warehouse after your told AmCare you were taking Tramadol and/or Xanax, and then brought in a doctor's note confirming your consumption of Tramadol. Given the warehouse environment in which you work, Amazon had legitimate concern that these medications placed you at risk of imminent significant harm to yourself or others. We have told you repeatedly that you will be permitted to return to work as soon as you can assure us that you are able to do so safely.

5. Notwithstanding your repeated statements that you are ready to return to work, your email suggests you will not return to work until (b) (6), (b) (7)(C) has been transferred to PHL1. At this time, Amazon has no basis to force (b) (6), (b) (7)(C) to transfer work locations, and (b) (6) will not be transferred. Multiple people within Amazon have investigated your complaint about (b) (6), (b) (7)(C). None of the investigators has substantiated your complaints. As such, there is simply no basis to force (b) (6), (b) (7)(C) to transfer work locations. If you would like transfer work locations we are happy to discuss that with you.

6. Your email also states "I am broke, suffering emotionally, and physically. Why would I willing sign a contract for my employer to fire me when I need my job?" I am confused by this statement. Unless I am mistaken, nobody has asked you to "sign a contract" for your employer to fire you. We are simply trying to work out an amicable resolution with you. You have refused to come back to work so long as (b) (6), (b) (7)(C) works in your location. Given this, we thought you might be interested in a severance package. If you are not interested, that is fine.

(b) (6), (b) (7)(C)—in closing: Amazon remains ready and willing to return you to work so long as you can assure us you are not taking medications that impair your cognitive functioning. This is a policy that applies to all employees; it simply is not safe for an impaired individual to work in the warehouse. Since you are telling us you are unable to pay to see a doctor, we are willing to pay for you to have an independent medical exam. Please let me know if you are interested in this exam.

Very truly yours,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

amazon fulfillment

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]

Sent: Friday, January 01, 2016 6:36 AM

To: (b) (6), (b) (7)(C)

Subject: Re: Follow Up

(b) (6), (b) (7)(C)

I do not recall ever being on Workman's Comp or Leave of Absence, for those conditions would have allowed me access to benefits I have never received. I have also noticed that some of pieces of information in your email are not totally accurate.

I understand how important it is to have medical documentation. What is of importance to my employer is also important to me to.

If you have the time, I would like to receive an employee handbook, my work performance, clock in and out time, time off requests, and AMCARE visits from the date of my sexual assault incident to

present mailed out to my home address. If that is legally within your means? If I can only receive certain things that is fine as well.

I am ready to come back to work for I have had no income coming in for the past 13 weeks. I have no medical knowledge concerning whether I am ready to return back to work. Just as my HR Manager had no medical standing to bar me from working.

Doctor visits, testing, and medicine I need are systematically being withheld by my employer restricting financial funding to me.

Your reply is not reading as a resolution to the situation. Offering to bring me back to work with (b) (6), (b) (7)(C) not yet transferred to PHL1 and micromanaging my movements, and restricting my medication intake I find it to be more in lines with entrapment. I will not sign such a document that will allow you to fire me with my own permission, that makes no sense to me.

I am broke, suffering emotionally, and physically. Why would I willing sign a contract for my employer to fire me when I need my job?

What I will do is ask for financial support by the State of Delaware and other support agencies. By informing them of my hardships so that I may get the proper funding needed provide me with the medical visits and documentations required to verify my situation.

I look forward to receiving paperwork to read over, only if it's possible. Along with the prepared return to work contract as well, only if it's possible. Have a blessed and joyous New Year's Day.

My Regards,

(b) (6), (b) (7)(C)

On Tuesday, December 29, 2015 7:10 PM, "(b) (6), (b) (7)(C)" <(b) (6), (b) (7)(C)@amazon.com> wrote:

(b) (6), (b) (7)(C)

As you know, on or about October 10, you left work complaining of chest pains. On or about October 15, you told AmCare you were taking Tramadol and/or Xanax—two medications known to impair cognitive functioning. A few days later, you brought in a note from your doctor confirming you were taking Tramadol. As a result, Amazon suggested you take a medical leave. Thereafter, you applied for leave, but in the two months since you have not provided any documentation to support your need to be out of work. Under most circumstances, failure to provide supporting documentation would result in denial of your leave, and your absences would be deemed unexcused. In your case, however, we have approved your leave while (b) (6), (b) (7)(C) investigation in your complaints was pending. **Your absences since October 10 will be deemed excused/approved.**

You have told us you now feel ready to return to work. Generally, associates returning from a medical leave must provide clearance of their ability to work safely, with or without reasonable accommodation. I understand you told LOAA you cannot provide medical clearance because you cannot afford the co-pay to see your doctor (I understand you are still covered by Amazon's health insurance plan). I have asked LOAA to waive the requirement that you provide medical clearance if you can assure us you are not taking any medications known to impair cognitive functioning. **If you can provide this assurance, you will be permitted to return to work immediately.** If we observe any objective sign of impairment upon your return, you may be asked to undergo a fitness for duty evaluation at Amazon's expense.



Finally, your email below makes several references to mediation. As I noted in my December 24 email—we do not control the EEOC's investigation/mediation process. If you would like to mediate the Charge of Discrimination, we recommend you contact the EEOC. Amazon is willing to participate in a mediation conducted by the EEOC. You are also entitled to hire an attorney. If you do that, please have your attorney contact our outside counsel Pam Richardson at 609.919.6658. And, if you are not represented by counsel, you may contact Ms. Richardson yourself.

Very truly yours,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

amazon fulfillment

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]  
Sent: Sunday, December 27, 2015 10:30 AM  
To: (b) (6), (b) (7)(C); (b) (6), (b) (7)(C); (b) (6), (b) (7)(C)  
Subject: Follow Up

I am updating corporate on my situation. On Monday December 21 the open case on leave was closed. The LOA team tried to put me on another leave but it also requires documents to be signed by doctors and I have no money for this. So I declined another leave case opening, then I was told that my UPT hours would accumulate and this would lead to disciplinary consequences.

Within the same week I applied for benefits from the unemployment offices in Delaware. I included in the paperwork that I was in the middle of a legal dispute with my employer whom placed me on leave without payment since October 10 for a sexual assault incident. I included that I have not quit my job at PHL7 but am awaiting for my mediation with my employer to return back to work off of Leave of Absence. Upon which I will be seeking that PHL7 pays back all monies I obtain through the Unemployment agency.

If I am due to sit down soon to discuss what I am looking for in resolution I need to know the date, location and time. If I am going to be terminated I also need the date and time.

I have not quit my employment at PHL7, so it will be up to the Human Resource department to determine whether or not I will be have my badge reactivated, or receive a letter of termination from the site.

On the other hand if we are to discuss resolution for the sexual assault through mediation this will require input from both parties, not just authority figures in a room swinging their weight about on the outcome of my future. I can speak on my needs and wants myself. I am an adult and what I thought was needed and wanted is no longer in my mind.

I will tell you, if you even care to ask me.

My Regards,

(b) (6), (b) (7)(C)

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## **EXHIBIT L**





1/27/2016

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

This letter confirms that the date of your voluntary resignation due to job abandonment with Amazon.com.dedc, LLC is (b) (6), (b) (7)(C) 2016.

Please review the additional information included in this letter: Important Contact Information, Benefits Termination Chart, and the Employment Reference Authorization.

We wish you the best in your future endeavors.

Sincerely,  
Amazon Human Resources

Important Contact Information		
Who?	Why?	How?
ADP	(b) (4)	
Employee Resource Center (ERC)		
The Work Number		





Benefits Termination Information Chart	
Benefits and Impact	Action Needed?
(b) (4)	





Benefits Termination Information Chart	
Benefits and Impact	Action Needed?
(b) (4)	





EMPLOYMENT REFERENCE AUTHORIZATION AND RELEASE FORM

(b) (4)

A large rectangular area of the form is completely blacked out, indicating redacted information. The redaction covers the majority of the page's content area.

Full Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Full Name: (b) (6), (b) (7)(C)  
Employee ID Number: (b) (6), (b) (7)(C)

Mail Completed Forms To: Amazon  
Attn: Employee Resource Center  
PO Box 81226  
Seattle, WA 98108-1226 USA



## **EXHIBIT M**

The five pages of records contained in Exhibit M are referred to the EEOC for review under FOIA and direct response.

## **EXHIBIT N**

The 28 pages of records contained in Exhibit N are withheld under FOIA Exemption (b)(4).

**From:** [Lignowski, Michael E.](#)  
**To:** [Rodriguez, David](#)  
**Subject:** Amazon (b) (6), (b) (7)(C)  
**Date:** Friday, August 26, 2016 1:19:11 PM  
**Attachments:** (b) (6), (b) (7)(C) [State Court Complaint.pdf](#)

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David:

Following up on our conversation about this matter, the state court complaint filed by (b) (6), (b) (7)(C) against Amazon is attached, for your information.

Also, when you have a moment I would like to discuss with you a possible resolution of this matter.  
Thanks.

Mike

**Michael E. Lignowski**  
**Morgan, Lewis & Bockius LLP**  
1701 Market Street | Philadelphia, PA 19103-2921  
Direct: +1.215.963.5455 | Cell: +1.215.439.5429 | Main: +1.215.963.5000 | Fax: +1.215.963.5001  
[michael.lignowski@morganlewis.com](mailto:michael.lignowski@morganlewis.com) | [www.morganlewis.com](http://www.morganlewis.com)  
Assistant: (b) (6), (b) (7)(C) [@morganlewis.com](mailto:(b) (6), (b) (7)(C)@morganlewis.com)

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Emily Cuneo DeSmedt and Jocelyn L. Womack  
Morgan, Lewis & Bockius LLP  
502 Carnegie Center, Princeton, NJ 08540-6289  
(p) 609.919.6600 (f) 609.919.6701  
edesmedt@morganlewis.com  
jocelyn.womack@morganlewis.com  
morganlewis.com



SUPERIOR COURT  
FOR THE STATE OF DELAWARE  
IN AND FOR KENT COUNTY

(b) (6), (b) (7)(C)

Plaintiff,

vs.

(b) (6), (b) (7)(C),

individually and dba, Amazon Fulfillment Center, and  
Amazon PHL7, and Amazon and Subsidiaries, and  
Amazon.com, Inc., a Washington corporation.

Defendant

Case No.:

(b) (6), (b) (7)(C)

PRAECIPE

KENT COUNTY  
PROthonotary

2016 AUG -9 PM 1:23

RECEIVED AND  
FILED

TO: Clerk of the Superior Court

Please issue Summons to the *PLAINTIFF* to effect service on of the

Summons and Complaint upon the Defendant(s) as follows:

1. (b) (6), (b) (7)(C) location of operation;  
410 Terry Avenue North, Seattle, WA 98109
2. Morgan, Lewis & Bockius LLP (firm representing Defendant  
and company);  
502 Carnegie Center, Princeton, NJ 08540-6289

Dated this 9<sup>TH</sup> day of August, 2016.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



Emily Cuneo DeSmedt and Jocelyn L. Womack  
Morgan, Lewis & Bockius LLP  
502 Carnegie Center, Princeton, NJ 08540-6289  
(p) 609.919.6600 (f) 609.919.6701  
[edesmedt@morganlewis.com](mailto:edesmedt@morganlewis.com)  
[jocelyn.womack@morganlewis.com](mailto:jocelyn.womack@morganlewis.com)  
[morganlewis.com](http://morganlewis.com)

SUPERIOR COURT  
FOR THE STATE OF DELAWARE  
IN AND FOR KENT COUNTY

(b) (6), (b) (7)(C)

Plaintiff,

vs.

(b) (6), (b) (7)(C)

individually and dba, Amazon Fulfillment Center, and  
Amazon PHL7, and Amazon and Subsidiaries, and  
Amazon.com, Inc., a Washington corporation.

Defendant

Case No.:

(b) (6), (b) (7)(C)

PRAECIPE

2016 AUG -9 PM 1:23  
KENT COUNTY  
PROthonotary

RECEIVED AND  
FILED

TO: Clerk of the Superior Court

Please issue Summons to the : *PLAINTIFF* to effect service on of the

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410 Terry Avenue North, Seattle, WA 98109
2. Morgan, Lewis & Bockius LLP (firm representing Defendant  
and company);  
502 Carnegie Center, Princeton, NJ 08540-6289

Dated this 9<sup>TH</sup> day of August, 2016. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)

PRAECIPE - I

Emily Cuneo DeSmedt and Jocelyn L. Womack  
Morgan, Lewis & Bockius LLP  
502 Carnegie Center, Princeton, NJ 08540-6289  
(p) 609.919.6600 (f) 609.919.6701  
edcuneo@morganlewis.com  
jocelyn.womack@morganlewis.com  
morganlewis.com

SUPERIOR COURT FOR THE STATE OF DELAWARE  
IN AND FOR KENT COUNTY

(b) (6), (b) (7)(C)

Plaintiff,

vs.

(b) (6), (b) (7)(C),

individually and dba, Amazon Fulfillment Center, and  
Amazon PHL7, and Amazon and Subsidiaries, and  
Amazon.com, Inc., a Washington corporation.

Defendant

Case No.

(b) (6), (b) (7)(C)

SUMMONS

KENT COUNTY  
PROTHONOTARY

2016 AUG -9 PM 1:28

RECEIVED AND  
FILED

To summon the above named defendant so that, within 20 days after service hereof upon defendant, exclusive of the day of service, defendant shall serve upon (b) (6), (b) (7)(C) the plaintiff, whose address is (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) an answer to the complaint (and, if the complaint contains a specific notation requiring the defendant to answer any or all allegations of the complaint by affidavit, an affidavit of defense).

To serve upon defendant a copy hereof and of the complaint.

DATED:

8-10-16

Annette D. Ashley  
Prothonotary

Smalens  
Per Deputy

TO THE ABOVE NAMED DEFENDANT:

In case of your failure, within 20 days after service hereof upon you, exclusive of the day of service, to serve on plaintiff named above an answer to the complaint (and, if the complaint contains a specific notation requiring the defendant to answer any or all allegations of the complaint by affidavit, and affidavit of defense), judgement by default will be rendered against you for the relief demanded in the complaint.

Annette D. Ashley  
Prothonotary

Smalens  
Per Deputy

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Emily Cuneo DeSmedt and Jocelyn L. Womack  
Morgan, Lewis & Bockius LLP  
502 Carnegie Center, Princeton, NJ 08540-6289  
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[jocelyn.womack@morganlewis.com](mailto:jocelyn.womack@morganlewis.com)  
[morganlewis.com](http://morganlewis.com)

SUPERIOR COURT  
FOR THE STATE OF DELAWARE  
IN AND FOR KENT COUNTY

(b) (6), (b) (7)(C)

Plaintiff,

vs.

(b) (6), (b) (7)(C),

individually and dba, Amazon Fulfillment Center, and  
Amazon PHL7, and Amazon and Subsidiaries, and  
Amazon.com, Inc., a Washington corporation.

Defendant

Case No.:

(b) (6), (b) (7)(C)

COMPLAINT

PARTIES

1. (b) (6), (b) (7)(C) is a citizen of the State of Delaware.
2. (b) (6), (b) (7)(C) is a citizen of the State of Washington executing business at 410 Terry Avenue North, Seattle, WA 98109.

NATURE OF THE CASE

3. On June 3, 2015, at the Defendant's warehouse at 560 Merrimac Avenue, Middletown, DE 19709 the Plaintiff was offensively touched by another coworker, (b) (6), (b) (7)(C). The agreement was to keep the Plaintiff separate from the accused until the Plaintiff decided to lift the agreement.
4. On or about July 31, 2015 the Plaintiff reported on the Voice of Associate board that the accused had defamed their character with a different version of the incident to other associates.
5. On or about August 26, 2015 the Plaintiff had written interest in enacting a union body at the warehouse on the Voice of Associate board.



- 1 6. On or about August 31, 2015 the Plaintiff discussed interest in unions, workplace issues and concerns  
2 in private meetings with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C)  
3 (b) (6), (b) (7)(C).
- 4 7. The Plaintiff attended a one of two meetings private meetings alone with (b) (6), (b) (7)(C) in which the  
5 Plaintiff was suggested to apply for a management position due to the leadership skills the Plaintiff  
6 possessed.
- 7 8. On or about the month of September 2015 an All-Hands meeting agenda was conducted to dissuade  
8 union interest and give a base starting wage of \$12.50 per hour and increase it to \$13.75 per hour.
- 9 9. On or about October 9, 2015 the Plaintiff discovered the agreement of the offensive touching incident  
10 had been reneged by superiors without the Plaintiff's knowledge.
- 11 10. The Plaintiff after speaking to (b) (6), (b) (7)(C) called the Wilmington  
12 Police Department, received by (b) (6), (b) (7)(C). After the officer leaves the Plaintiff is ordered to  
13 a meeting with superiors from the Human Resource and Loss Prevention departments. The meeting  
14 discussed the Plaintiff's emotional state, over reactions, and a request for a time frame in which the  
15 Plaintiff will be emotionally and mentally over the offensive touching incident of June 3, 2015.
- 16 11. On or about October 10, 2015 the Plaintiff was hospitalized due to work related stress, incurring chest  
17 pains due to panic attacks.
- 18 12. On or about October 15, 2015 the Plaintiff was barred from work due to work related health problems.
- 19 13. On or about the month of October 2015 while barred from work the Plaintiff continued union activities  
20 and meetings with other coworkers. These activities were subdued with the reporting of a colleges  
21 activity by another coworker. This resulted in the warehouse associates as a whole being questioned at  
22 work about workplace issues, concerns, and union activity into the month of November 2015.  
23 Resulting in another All-Hands meeting which (b) (6), (b) (7)(C) later gained media attention and  
24 investigation into an anti-union video concerning (b) (6), (b) (7)(C) union ties.
- 25 14. On or about (b) (6), (b) (7)(C) 2016 the Plaintiff was given an ultimatum to return to work under conflicting  
26 conditions issued by the superiors or the Plaintiff would be terminated on (b) (6), (b) (7)(C) 2016. Once the  
27 Plaintiff had discovered that the Worker's Comp and Leave of Absence never had solidified during the  
28 initial week of being barred around the month of November 2015 there was little to nothing the

1 Plaintiff could do without the income those entities could provide to receive the additional medical  
2 appointments, documents, and transportation to retrieve paperwork requested.

3 15. On or about (b) (6), (b) (7)(C) 2016 the Plaintiff was terminated by Amazon Fulfillment Center PHL7.

4 16. On or about February 18, 2016 the Delaware Department of Labor ruled in favor of the Plaintiff. The  
5 Plaintiff had applied for unemployment benefits and the delay resulted in an inquiry. The Amazon  
6 Fulfillment Center had claimed that the Plaintiff had voluntarily quit and this hindered them from  
7 receiving benefits. The Plaintiff provided a different version in which all was done in the Plaintiff's  
8 power to return to work. The company did not challenge the Plaintiff's claim.

9 17. On or about February 5, 2016 the EEOC had sent collected information from the Defendant's company  
10 indicating that footage of the incident of June 3, 2015 indeed showed the Plaintiff's initial claim of  
11 being touched by another coworker. This information at a previous date with the (b) (6), (b) (7)(C)  
12 (b) (6), (b) (7)(C) was claimed to not have existed at all.

13 FINAL STATEMENT

14 18. The violations brought forth in paragraphs 3 through 16 of the U.S. Equal Employment Opportunity  
15 Commission Title VII of the Civil Rights Act of 1964 citing harassment, sex-based discrimination,  
16 disability, and retaliation.

17 19. In addition, violations of the State of Delaware's criminal code Title 11, c. 5(11), §601(a)(1) the act of  
18 Offensive Touching.

19 20. The violation of the State of Delaware's criminal code Title 11, c5(11), §791(1), §791(5), and §791(8)  
20 within the acts of constituting coercion. Lastly the violation of defamation of character by the  
21 Defendant's corporation.

22 21. In which the Defendant knew or were reckless in not knowing of the activities described.

23 22. The Defendant's corporate and warehouse superiors knew the statements of (b) (6), (b) (7)(C) to be false  
24 and have aided and abetted (b) (6) actions and statements.

25 23. The Defendant's corporate and warehouse superiors knew or were reckless in not knowing of the  
26 activities described, withheld significant information that would clear the Plaintiff of falsehood, and  
27 validate their reputation at work.

1 24. Not all relevant evidence has been forthcoming from the Defendant, and if the case moves beyond  
2 mediation would require collecting.

3 25. The Defendant's corporate and warehouse superiors have restricted access to mediation with the  
4 Defendant personally in confidence with the Plaintiff.

5 26. The Plaintiff since the June 3, 2015 incident and public union activities to present day has compounded  
6 the depression, anxiety and panic attack episodes caused from the actions and inactions of the  
7 Defendant's corporation and entities.

8 PRAYER FOR RELIEF

9 WHEREFORE, the Plaintiff pleads to the honorable judge and/or jury of the Court to provide their blessing in  
10 granting the following relief:

11 I.

12 Entering judgements in favor of the Plaintiff finding that the Defendant's corporate entities violated the  
13 EEOC, and State of Delaware laws and rules proclaimed within the Final Statement.

14 II.

15 Judgements permanently restraining the Defendant and (b) (6) corporation and entities, their agents, servants,  
16 employees and attorneys and all persons in active concert or participation with them who gain notice of the  
17 judgement by professional or personal service, from committing future violations through action, inaction, aiding  
18 and abetting, and withholding evidence obstructing laws and rules of the U.S. Equal Employment Opportunity  
19 Commission Title VII of the Civil Rights Act of 1964 citing harassment, sex-based discrimination, disability, and  
20 retaliation. Violations of the State of Delaware's criminal code Title 11, c. 5(11), §601(a)(1) and the Title 11,  
21 c5(11), §791(1), §791(5), and §791(8).

22 III.

23 Final judgements directing the Defendant to reward back pay to the Plaintiff from last full workday to  
24 present or to end of the start of new employment. The payments of any and all debts incurred due to the violations  
25 that led to the Plaintiff loss of independence, healthcare coverage, transportation, etc.

26 IV.

27 Final judgements directing the Defendant to upgrade, and/or dismiss any and all insufficient workplace  
28 policies that will further undermine the judgements to restrict pacification of superior's violation of workplace

1 policy, state and federal laws, mandates, and rules. That the policies updating will reflect rules and procedures that  
2 will include a check and balance, justice, accountability, and atonement for every level of employment from hourly  
3 wage worker to salaried employee.

4 V.

5 Final judgements finding favor in the reparations of punitive damages and emotional distress incurred  
6 through the Defendant's corporation and its entities. The Plaintiff requests that the Court and/or jury agrees to an  
7 amount totaling no more than, 10% of the Defendant's and the Defendant's corporate and entities yearly earnings of  
8 the year starting January 1, 2015 through December 31, 2015 or the consecutive year 2016. This number in relation  
9 to the State of Delaware exceeds \$50,000.00 and so will be decided upon in Superior Court.

10  
11  
12 Dated this 9<sup>TH</sup> day of August, 2016.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)



SUPERIOR COURT FOR THE STATE OF DELAWARE  
IN AND FOR KENT COUNTY

Case No.: \_\_\_\_\_

**(b) (6), (b) (7)(C)**

PETITIONER/PLAINTIFF:

SUPERIOR COURT

**(b) (6), (b) (7)(C)**

v.

DEFENDANT:

KENT COUNTY, DELAWARE

**(b) (6), (b) (7)(C)**

individually and dba Amazon Fulfillment Center, and  
Amazon PHL7, and Amazon and Subsidiaries, and  
Amazon.com, Inc., a Washington corporation.

REQUEST FOR DISCOVERY

2016 AUG -9 PM 1:23  
KENT COUNTY  
PROthonDARY  
FILED  
AUG 9 2016

The Plaintiff named above hereby respectfully requests the discovery of the following files, emails, reports, exhibits, digital photographic and video media, phone texts, voicemail, and call logs, and written statements that are relevant to the Court in this matter:

1. Surveillance video recordings of:
  - a. June 3, 2015 in A Mod (P2-A175-100/200)
  - b. June 6, 2015 in the restroom area by the A Mod Security/Integrity desks
  - c. June 10, 2015 the A Mod Human Resource area where verbal agreement was made
  - d. From June 10, 2015 every Wednesday morning startup at 07:30 am in A or B Mod
  - e. August 26-27, 2015 indicating the Plaintiff writing interest in unions, meetings in Main Office with superiors.
  - f. On or around September 8, 2015 in the main entrance breakroom during All-Hands meeting.
  - g. October 9, 2015 overseeing A Mod work and startup areas, the HR department and hallways, in/outside the main entrance lobby, the Main Office area from 07:30 am through end of Plaintiff's shift.
  - h. October 10, 2015 in the HR office and hallway, the main entrance breakroom, and the outside parking lot activity of Plaintiff
  - i. October 15, 2015 locations at the A Mod (P2-A175-100/200) area with trainees and then A Mod startup area to the AMCARE office, to the main entrance lockers and back to AMCARE, and lastly the Plaintiff being escorted from building.
2. On or around September 8, 2015 the documents outlining the All-Hands itinerary, Power Point slides, and digital video(s).
3. October 2015 call logs, texts, and voice messages of Plaintiff sent to and received from **(b) (6), (b) (7)(C)**, **(b) (6), (b) (7)(C)** cell phone.
4. Entry of the Voice of Associate board in the Autumn of 2014 indicating the Plaintiff's first attempt to request the company incorporate more discussion and awareness for Sexual and Office Harassment at All-Hands meetings.
5. The procedures and protocol for engaging with emotionally upset subordinates.
6. The procedures and protocol documents for what to do when an employee(s) show interest in union formation



7. Emails from Amazon Fulfillment Center PHL7 sent and/or received by Amazon.com, Inc. concerning the Plaintiff and the developing union activity and interest.
8. The identification of the superior(s) who officiated the decision to renege the separation of the Plaintiff and (b) (6), (b) (7)(C)
9. The identification of the superior(s) who officiated the decision to bar the Plaintiff from working by not accepting the medical documents provided to return to work.
10. The identification of the superior(s) who officiated the details concerning an ultimatum that relinquished fault from the company, allowing the Plaintiff to return to work within challenging circumstances.
11. The identification of the superior(s) and documents sent to the Delaware Department of Labor and Unemployment falsely stating the Plaintiff voluntarily quit.
12. Documentation from June 3, 2015 to (b) (6), (b) (7)(C) 2016 of the time cards, work performance, and Witness Reports.
13. The written policy on employees not being allowed to fill out a Witness Report and to give a verbal account of inappropriate actions of peers and/or superiors utilizing adjectives in the reporting.
14. The documents or files indicating the process of discipline to superiors who cross professional lines, policies, state and federal laws and/or rules under entitlement of position and company. Please include how many offenses are allowable, what levels of misconduct are pacified, and what conditions determine immediate termination.
15. The disciplinary record of the Plaintiff, (b) (6), (b) (7)(C) and the Defendant's corporation and entities employed superior's involved.
16. Proof of payment indicating the company honored the agreement to not only pay the Plaintiff while out to gain documents the company were satisfied with, but the verbal agreement assuring an extension would be given and cleared for additional time to gain the medical documents the company provided for clearance on October 15, 2015 in the main entrance break room.
17. On or around the beginning of the month of April 2016 the documents outlining the All-Hands itinerary, Power Point slides, and digital video(s)... [this incident is after the Plaintiff's termination, but still has relevance to the case due to the Plaintiff initiating an interest and movement at Amazon Fulfillment Center PHL7 to form a union body at the company to protect and benefit hourly wage workers].

Once discovered, please mail the document copies to the address provided below no later than

20 DAYS UPON RECEIVING

Dated this day, AUGUST 9 2016

(b) (6), (b) (7)(C)

Requestor's Signature

(b) (6), (b) (7)(C)



Emily Cuneo DeSmedt and Jocelyn L. Womack  
Morgan, Lewis & Bockius LLP  
502 Carnegie Center, Princeton, NJ 08540-6289  
(p) 609.919.6600 (f) 609.919.6701  
[edesmedt@morganlewis.com](mailto:edesmedt@morganlewis.com)  
[jocelyn.womack@morganlewis.com](mailto:jocelyn.womack@morganlewis.com)  
morganlewis.com

SUPERIOR COURT  
FOR THE STATE OF DELAWARE  
IN AND FOR KENT COUNTY

(b) (6), (b) (7)(C)

Case No.: (b) (6), (b) (7)(C)

Plaintiff,

vs.

PRAECIPE

(b) (6), (b) (7)(C),

individually and dba, Amazon Fulfillment Center, and  
Amazon PHL7, and Amazon and Subsidiaries, and  
Amazon.com, Inc., a Washington corporation.

Defendant

TO: Clerk of the Superior Court

Please issue Summons to the *PLAINTIFF* to effect service on of the

Summons and Complaint upon the Defendant(s) as follows:

1. (b) (6), (b) (7)(C) location of operation;  
410 Terry Avenue North, Seattle, WA 98109
2. Morgan, Lewis & Bockius LLP (firm representing Defendant  
and company);  
502 Carnegie Center, Princeton, NJ 08540-6289

Dated this 9<sup>TH</sup> day of August, 2016.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

PRAECIPE - 1

2016 AUG -9 PM 1:22  
FILED  
CLERK OF SUPERIOR COURT  
DELAWARE

**From:** [REDACTED]  
**To:** [Bonett Jr., Edward J.](#)  
**Subject:** Re: Decision  
**Date:** Friday, September 16, 2016 5:46:13 AM

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Mr. Bonett Jr.

No, I do not wish to withdraw the case.

[REDACTED]

On Thursday, September 15, 2016 2:20 PM, "Bonett Jr., Edward J." <Edward.BonettJr@nrlrb.gov> wrote:

[REDACTED]

Hello. Have you decided whether you wish to withdraw the case ? If not, we will send a dismissal after tomorrow. I am happy to discuss these options.

Ed

Edward J. Bonett, Jr.  
Attorney  
National Labor Relations Board  
615 Chestnut Street, 7th Floor  
Philadelphia, PA 19106  
phone: (215) 597-9619  
fax: (215) 597-7658





UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 04  
615 Chestnut Street, Suite 710  
Philadelphia, PA 19106-4413

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (215) 597-7601  
Fax: (215) 597-7658

September 16, 2016

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)

Re: Amazon.com, Amazon Fulfillment Center  
(PHL 7)  
Case 04-CA-180114

Dear (b) (6), (b) (7)(C)

We have carefully investigated and considered your charge that Amazon.com, Amazon Fulfillment Center (PHL 7) has violated the National Labor Relations Act.

**Decision to Dismiss:** As a result of the investigation, I find that the charge lacks merit. You allege that the Employer interrogated you about your Union activity in August 2015 and discharged you for your Union activity in (b) (6), (b) (7)(C) 2016. With respect to the allegation of interrogation, the investigation disclosed that any potential interrogation events occurred in August 2015, more than six months prior to the filing of your charge on July 14, 2016. Section 10(b) of the Act precludes the General Counsel of the National Labor Relations Board from issuing a Complaint based upon any unfair labor practice occurring more than six months prior to the filing and service of the charge.

As to your discharge allegation, the investigation established that, on December 27, 2015, after a voluntary leave of absence which you took following the Employer's failure to find sufficient evidence to support your June, 2015 sexual harassment claim, you informed the Employer that you wished to return to work. The Employer advised you that it would return you to work once you provided medical clearance, including assurances that you were no longer taking medication that might impair your ability to fulfill your job duties. You did not provide the necessary documentation or assurances. The Employer then gave you a deadline of (b) (6), (b) (7)(C), 2016 to return to work with proper medical release. You did not do so. Consequently, the Employer considered you to have abandoned your job. In these circumstances, the evidence is insufficient to show that you were discharged due to your Union activity. Accordingly, I am refusing to issue Complaint in these matters.

**Your Right to Appeal:** You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals. If you appeal, you may use the enclosed Appeal Form, which is also available at [www.nlr.gov](http://www.nlr.gov). However, you are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect.

September 16, 2016

**Means of Filing:** An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. Filing an appeal electronically is preferred but not required. The appeal MAY NOT be filed by fax or email. To file an appeal electronically, go to the Agency's website at [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the **NLRB Case Number**, and follow the detailed instructions. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

**Appeal Due Date:** The appeal is due on **September 30, 2016**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than September 29, 2016. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

**Extension of Time to File Appeal:** The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before September 30, 2016**. The request may be filed electronically through the **E-File Documents** link on our website [www.nlr.gov](http://www.nlr.gov), by fax to (202) 273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after September 30, 2016, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

**Confidentiality:** We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

September 16, 2016

Very truly yours,

/s/ Dennis P. Walsh

DENNIS P. WALSH  
Regional Director

Enclosure

cc: Michael E. Lignowski, Esquire  
Morgan, Lewis & Bockius, LLP  
1701 Market Street  
Philadelphia, PA 19103-2921

Joseph C. Ragaglia, Esquire  
Morgan, Lewis & Bockius LLP  
1701 Market Street  
Philadelphia, PA 19103

Amazon.com, Amazon Fulfillment Center  
(PHL 7)  
560 Merrimac Avenue  
Middletown, DE 19709

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

**APPEAL FORM**

To: General Counsel  
Attn: Office of Appeals  
National Labor Relations Board  
1015 Half Street SE  
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

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Case Name(s).

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Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

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*(Signature)*